

Please Direct All Correspondence to Customer Number **20995**

PETITION TO CORRECT INVENTORSHIP

Inventors	:	Robin Paul Martin
Patent No.	:	7,699,830
Issued	:	April 20, 2010
For	:	WOUND CLEANSING APPARATUS WITH SCAFFOLD

Mail Stop Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Applicants respectfully requests that inventorship in the above-referenced application be corrected to reflect the following:

Patrick Lewis Blott; Bryan Greener; Edward Yerbury Hartwell; Tina Michelle Walker; Julian Lee-Webb; Derek Nicolini; and Robin Paul Martin

Pursuant to 37 CFR 1.324(b) this petition includes the following items:

1. Statement by Patrick Lewis Blott indicating that the error in inventorship occurred without deceptive intent.
2. Statement by Bryan Greener indicating that the error in inventorship occurred without deceptive intent.
3. Statement by Edward Yerbury Hartwell indicating that the error in inventorship occurred without deceptive intent.
4. Statement by Tina Michelle Walker indicating that the error in inventorship occurred without deceptive intent.
5. Statement by Julian Lee-Webb indicating that the error in inventorship occurred without deceptive intent.

Please Direct All Correspondence to Customer Number **20995**

6. Statement by Derek Nicolini indicating that the error in inventorship occurred without deceptive intent.
7. Statement of current inventor agreeing to the change of inventorship.
8. Statement from the Assignee Smith & Nephew PLC agreeing to the change of inventorship.
9. Copy of Assignment from Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini to Smith & Nephew PLC.
10. Petition fee of \$130 as directed under 37 CFR 1.17(i).

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 9, 2011

By: Kregg Koch
Kregg A. Koch
Registration No. 63,035
Attorney of Record
Customer No. 20,995
(310) 551-3450

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Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF PATRICK LEWIS BLOTT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Patrick Lewis Blott, along with Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Patrick Lewis Blott as an inventor of the patent occurred without any deceptive intention on the part of Patrick Lewis Blott.

Dated: 28th March 2011

By: 

Patrick Lewis Blott

Please Direct All Correspondence to Customer Number 20995

Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
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WITH SCAFFOLD

STATEMENT OF BRYAN GREENER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Bryan Greener, along with Patrick Lewis Blott, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Bryan Greener as an inventor of the patent occurred without any deceptive intention on the part of Bryan Greener.

Dated: 28. 2. 11

By: 
Bryan Greener

Please Direct All Correspondence to Customer Number 20995

Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF EDWARD YERBURY HARTWELL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Edward Yerbury Hartwell, along with Patrick Lewis Blott, Bryan Greener, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Edward Yerbury Hartwell as an inventor of the patent occurred without any deceptive intention on the part of Edward Yerbury Hartwell.

Dated: 4th March 2011

By: 
Edward Yerbury Hartwell

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Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF TINA MICHELLE WALKER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Tina Michelle Walker, along with Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Julian Lee-Webb, and Derek Nicolini, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Tina Michelle Walker as an inventor of the patent occurred without any deceptive intention on the part of Tina Michelle Walker.

Dated: 15 March 2011

By: 
Tina Michelle Walker

Please Direct All Correspondence to Customer Number 20995

Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF JULIAN LEE-WEBB

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Julian Lee-Webb, along with Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, and Derek Nicolini, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Julian Lee-Webb as an inventor of the patent occurred without any deceptive intention on the part of Julian Lee-Webb.

Dated: 9 April 2011

By: 

Julian Lee-Webb

10239027

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Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF DEREK NICOLINI

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Derek Nicolini, along with Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, and Julian Lee-Webb, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Derek Nicolini as an inventor of the patent occurred without any deceptive intention of the part of Derek Nicolini.

Dated: 5th April 2011

By: Derek Nicolini
Derek Nicolini

Please Direct All Correspondence to Customer Number 20995

Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT FROM CURRENT NAMED INVENTOR

Mail Stop Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I am the current named inventor on the captioned patent. Through error and without deceptive intent, Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini were not named as an inventor on the captioned patent. As required by 37 C.F.R. § 1.324(b)(2), I make the following statement:

I have no disagreement with regard to the requested change to add Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini as inventors.

Respectfully submitted,

Dated: 16th February 2011

By: 
Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Inventors : Robin Paul Martin
Patent No. : 7,699,830
Issued : April 20, 2010
For : WOUND CLEANSING APPARATUS
WITH SCAFFOLD

STATEMENT OF ASSIGNEE AGREEING TO CHANGE OF INVENTORSHIP

This statement is being submitted in support of Petition to Correct Inventorship filed herewith. Smith & Nephew PLC is the Assignee of the entire interest in the above-identified patent by virtue of:

The assignment from Robin Paul Martin to the Assignee recorded at Reel No. 018882, Frame No. 0783 on February 16, 2007; and

The assignment from Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, and Derek Nicolini to the Assignee, a copy of which is attached herewith. This assignment is concurrently being forwarded to the Recordation Branch under a separate cover.

These assignments represent the entire chain of title from the inventors to the Assignee.

The undersigned is an empowered representative of the Assignee. On behalf of the Assignee and in accordance with 37 C.F.R. § 1.324(b)(3), the undersigned hereby agrees to the change of inventorship in the patent.

Smith & Nephew PLC

Dated: 6 May 2011

By: Martin Ganois

Printed

Name: Martin Ganois

Title: Patents Manager

ASSIGNMENT

WHEREAS, We, PATRICK LEWIS BLOTT, a British citizen residing at 16 Hodsow Fields, Barmby Moor, York, YO42 4ER, United Kingdom, BRYAN GREENER, a British citizen residing at 9 Beck Close, Elvington, York, YO42 4GB, United Kingdom, EDWARD YERBURY HARTWELL, a British citizen residing in Hull, United Kingdom with a mailing address at c/o Smith & Nephew Research Centre, York Science Park, Heslington, York, YO10 5DF, United Kingdom, TINA MICHELLE WALKER, a British citizen residing at 30 Ox Calder Close, Dunnington, York, YO19 5RJ, United Kingdom, JULIAN LEE-WEBB, a British citizen residing at 37 Moor Lane, Copmanthorpe, York, YO 23 3TJ, United Kingdom, and DEREK NICOLINI, a British citizen residing at 38 Castle Rise, South Cave, Brough, HU15 2ET, United Kingdom ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in Letters Patent in the United States, Patent Number 7,699,830, issued April 20, 2010, entitled WOUND CLEANSING APPARATUS WITH SCAFFOLD (the "Application");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby acknowledge that they have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by ASSIGNORS alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"), including GB 0325130.3 and International Application No. PCT/GB2004/004567; all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which have been or may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after

the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNORS, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.


C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.


D. ASSIGNORS acknowledge that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.008APC
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28th day of
March, 2011.


PATRICK LEWIS BLOTT


Witness Signature


28th March 200 2011
Date

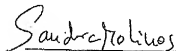
P. HOLDEN
Witness Name

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.008/APC
Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28TH day of
FEBRUARY, 2011.


BRYAN GREENER



Witness Signature

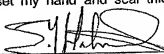
28-2-11
Date


SANDRA POLINOS RAMOS
Witness Name

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.006APC
Page 5

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of
March, 2011.


EDWARD YERBURY HARTWELL


Witness Signature

4 March 2011
Date

J. C. BOAKES
Witness Name

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.006APC
Page 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18 day of
March, 2011.

T.M.W.
TINA MICHELLE WALKER

J.L. Reynolds
Witness Signature

18/03/2011
Date

J. Reynolds
Witness Name

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.006APC
Page 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of April, 2011.


JULIAN LEE-WEBB

P. T. Draggett
Witness Signature

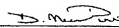
9 April
Date

P. T. DRAGGETT
Witness Name

Patent No. 7,699,830
Issue Date: April 20, 2010

PATENT
Client Code: SMNPH.006APC
Page 8

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5th day of
April, 2011.


DEREK NICOLINI


Witness Signature

5th April 2011
Date

E. Y. HARTWELL
Witness Name